BANGALORE METROPOLITAN TRANSPORT CORPORATION

Tender No:
BMTC/2023-24/IND0000

REQUEST FOR PROPOSAL

FOR

SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT AND MAINTENANCE OF GENDER SENSITISATION TOOL FOR BMTC

RFP VOLUME- I

August 26
Bangalore Metropolitan Transport Corporation
Kengal Hanumanthaiah Road, Shanthinagar,
Bangalore 560027

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DISCLAIMER

1. Bangalore Metropolitan Transport Corporation (hereinafter referred to as BMTC) has issued this Request for Proposal (hereinafter referred to as "RFP") for **SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT AND MAINTENANCE OF GENDER SENSITISATION TOOL FOR BMTC** on such terms and conditions as set out in this RFP document, including but not limited to the Technical Specifications set out in different parts of this RFP document.

2. This RFP has been prepared with an intention to invite prospective Bidders and to assist them in making their decision of whether or not to submit a proposal. It is hereby, clarified that this RFP is not an agreement and the purpose of this RFP is to provide the Bidder(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for BMTC to consider the investment objectives, financial situation, and particular needs of each Bidder.

3. BMTC has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not solely rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by BMTC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

4. This RFP is not an agreement by and between BMTC and the prospective Bidders or any other person. However, the selected Bidder will enter into an Agreement with BMTC. The information contained in this RFP is provided on the basis that it is non–binding on BMTC, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. BMTC makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Bidder shall consider the RFP document as per his understanding and capacity. The Bidders shall undertake appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders shall also go through the RFP document in detail and bring to notice of BMTC any kind of error, misprint, inaccuracies, or omission in the document. BMTC reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process and procedure mentioned in the RFP for larger public interest. BMTC also reserves the right to decline to discuss the Project further with any party submitting a proposal.

5. Persons / entities / Bidders / Applicants / Respondents / Agencies / consortium partners submitting this Proposal shall not be entitled for any type of reimbursement from BMTC. The Bidder shall bear all costs arising from, associated with, or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BMTC or any other costs incurred in connection with or relating to its Bid.

6. This issue of this RFP does not imply that BMTC is bound to select and pre-qualify Bids for Bid Stage or to appoint the selected Bidder or Bidder, as the case may be, for the project and BMTC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

7. BMTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

8. BMTC, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Bidder for participation in the Bidding Process) towards any Applicant or Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.

9. BMTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this RFP.

10. Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to BMTC on cosp@mybmtc.com, and csm@mybmtc.com or sm@mybmtc.com. Such suggestions, after review by BMTC, may be incorporated into this 'Request for Proposal' as a corrigendum.

ABBREVIATION

Term	Abbreviation
API	Application Program Interface
BMTC	Bangalore Metropolitan Transport Corporation
BOM	Bill of Material
BoQ	Bill of Quantity
CCC	Command and Control Centre
CSP	Cloud Service Provider
DC	Data Centre
DR	Disaster Recovery
FRS	Functional Requirements Specifications
GoI	Government of India
GoK	Government of Karnataka
HTTPS	Hypertext Transfer Protocol Secure
ICT	Information and Communication Technology
INR	Indian Rupee
ISO	International Organization for Standardization
IA	Implementation Agency
IT	Information Technology
LoI	Letter of Intent
MAF	Manufacturers Authorization Form
NEFT	National Electronic Fund Transfer
O&M	Operation & Maintenance
OEM	Original Equipment Manufacture
PM	Project Manager
RFP	Request for Proposal
RTGS	Real-time Gross Settlement
SI	System integrator
SLA	Service Level Agreement
SP	Service Provider
SRS	System requirement Specification
STU	State Road Transfer Undertaking

DEFINITION

Term	Meaning
Accounting Year	Means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.
Additional Facilities	Means the facilities which the Bidder / Agency may provide or procure for the benefit of the users of the Pedestrian and which are in addition to the Project Facilities, and not situated on the Site.
System Integrator	Successful Bidder selected through this RFP.
Appointed Date	Means the date on which the Agreement is signed and shall be deemed to be the date of commencement of the Contract Period.
Applicable Laws	Means all laws, promulgated, or brought into force and effect by GOI or GOK including regulations and rules made there under, and judgments, decrees,

Term	Meaning
	injunctions, writs, and orders of any court of record, as record, as may be in force and effect during the subsistence of this Agreement.
Applicable Permits	Means all clearances, permits, authorizations, consents, and approvals required to be obtained or maintained under Applicable Laws in connection with the implementation of the Project during the subsistence of this Contract.
Authority/Client	Means Bangalore Metropolitan Transport Corporation.
Change in law	Means the occurrence of any of the following after the date of financial Bid: the enactment of any new Indian law; the repeal, modification or re-enactment of any existing Indian law; the commencement of any Indian Law which has not entered into effect until the date of financial Bid; a change in the interpretation or application of any Indian law by a court of record as compared to such interpretation or application prior to the date of financial Bid.
Bid/Proposal	Means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Pre-qualification Proposal and Financial Proposal along with all other documents forming part and in support thereof as specified in this RFP.
SI	System Integrator for Implementation of Gender Sensitization Tool
Bid Security Declaration	Means Declaration furnished by the Bidder specified in RFP as part of detailed Proposal.
Bid Process	Means the process of selection of the Successful Bidder through competitive bidding and includes submission of Proposals, scrutiny and evaluation of such Bids as set forth in the RFP.
Go Live Certificate	Means the certificate issued by the Authority upon successful installation and demonstration of functionalities specified in FRS/SRS.
Completion Certificate	Means the certificate issued by the Authority upon successful Completion of all deliverables as specified in RFP Volume-1.
'Agreement' means	The agreement to be signed between the Selected Bidder and authority, including all attachments, appendices, annexures, and documents incorporated by reference thereto together with any subsequent modifications, this Tender, the bid offer, the acceptance, and all related correspondences, clarifications, and presentations.
Change Request'	Means a communication from one Party to the other Party to make changes within the quantities, specifications, services, or Scope Of Work as described in this Tender.

Term	Meaning
Commercial Terms	Means the financial terms agreed between the Selected Bidder and the BMTC.
Failure Incident	Refers to any event or abnormality in the functioning of the Platform that may lead to a disruption in normal operations of the Platform.
Financial Bid	Means the financial proposal submitted by a Bidder in response to this Tender.
Requirements	Include all the documents prepared by BMTC for the implementation of the Project, including the Scope Of Work, SLA, schedules, details, description, statements of technical data, performance characteristics, and standards (both Indian and International), as applicable and specified in this Tender.
Scheduled Maintenance Time	Means the time that the Platform is not in operation due to a scheduled planned maintenance activity.
Operations And Maintenance Phase	Means the tenure of the engagement of the Selected Bidder, including all extension periods, starting from one day after the Go Live date, and ending on the last day of the engagement.

Section 1: Letter of Invitation

Date:

BMTC INVITES BIDS FOR SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT AND MAINTENANCE OF GENDER SENSITIZATION TOOL FOR BMTC.

- The RFP includes the following documents:
  a) RFP Volume I
  b) RFP Volume II

- The objective and detailed scope of service is mentioned in Terms of Reference of this document (RFP Volume 1)

- The successful Bidder will be selected under **Lowest Cost-Based Selection (LCS) and procedures described in this RFP.**

Yours sincerely,
Controller of Stores & Purchases
Bangalore Metropolitan Transport Corporation (BMTC)
Central Office, Bangalore

RFP Schedule

Particular	Details
Tender Reference No.	Tender No: BMTC/2023-24/IND0009
Tender Inviting Authority	Controller of Stores and Purchases.
Website for accessing tender	https://kppp.karnataka.gov.in
Single Point of Contact	Chief Systems Manager
Address for any Queries	Chief Systems Manager BMTC Central Office Kengal Hanumanthaiah Road, Shanthinagar, Bangalore 560027 Email:csm@mybmtc.com and sm@mybmtc.com
Tender Processing Fee	To be paid through e-payment mode only - Non-Refundable
Security Deposit	The BG/DD shall be furnished for an amount equivalent to 5 % of the contract value in the form of bank guarantee issued by Nationalized/Scheduled Bank and should be valid for a period of 1 year 6 months. It should be submitted within 15 days from the receipt of LOI.
Earnest Money Deposit	Rs.5000.00 to be paid through e.procurement only. Startup registered with Karnataka Innovation and Technology Society (KITS) as an entity in Karnataka shall be exempted from payment of earnest money deposit during the procurement of technology solutions.
Nature of bid process	**Two cover system – Pre-qualification and commercial proposals**
Proposal Evaluation Process	**Lowest Cost-Based Selection (LCS) evaluation**
Bid Submission End Date and Time (Online)	04.08.2023@14.30Hrs.
Pre-qualification Bid Opening Date & Time	07.08.2023@14.30Hrs.
Commercial Bid Opening Date & Time	09.08.2023@14.30Hrs.
Bid Validity	90 Days from the bid submission end date

Section 2: Information to Bidders (ITB)

2.1 General

2.1.1 Contents of RFP Document

The RFP includes the following sections:

Section 1: Letter of Invitation
Section 2: Information to Bidders
Section 2A: Bid Data Sheet
Section 3: Terms of Reference (ToR)
Section 4: Pre-qualification Proposal and Standard Forms
Section 5: Financial Proposal

2.1.2 Eligibility of the Bidders

The Bidders should fulfill all the requirements mentioned in **Section 2.5**Pre-Qualification Criteria to be eligible to bid for this RFP.

2.1.3 Clarification and Amendment of RFP

Bidders may request for clarification on any items in the RFP Document up to the date as specified in the Data Sheet before the Proposal Due Date. Any request for clarification must be sent in writing by e-mail to BMTC's address indicated in the Data Sheet. BMTC will respond by uploading the response (including an explanation of the query but without identifying the source of inquiry) in the GoK e-procurement portal.

Before the deadline for submission of Proposals, BMTC may modify the RFP Document by issuing online addendum. The addendum will appear on the web page of the website https://kppp.karnataka.gov.in to give prospective Bidders reasonable time in which to take an addendum into account in preparing their Proposals, BMTC may extend as necessary the deadline for submission of Proposals.

The Bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Project and on the local conditions, Bidders are encouraged to visit to BMTC's offices before submitting a Proposal. They must fully inform themselves of the project, local conditions and take the same into account before submitting their Proposal.

2.1.4 Cost of Proposals

The Bidder shall bear all costs associated with the preparation, submission of its Proposal, and of negotiating the Contract, including visits to BMTC, etc. are not reimbursable and BMTC is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.

2.1.5 Contacting BMTC

From the time of Proposal opening to the time of Contract award, if any Bidder wishes to contact BMTC on any matter related to the Proposal, it should do so in writing. If a Bidder tries to directly influence BMTC or otherwise interfere in the Proposal evaluation

process and the Contract award decision, its Proposal may be rejected.

2.1.6 Language of Proposals

Unless otherwise specified in the Data Sheet, the Proposal prepared by the Bidder and all correspondence and documents related to the Proposal exchanged by the Bidder and BMTC shall be written in the **English Language**, or, if the Data Sheet so provides, in either one of two languages specified there. Any printed literature furnished by the Bidder as part of its Proposal may be in a language not specified in the Data Sheet, as long as such literature is accompanied by a translation of its pertinent passages into the language of the Proposal, in which case, for purposes of interpretation of the Proposal, the translation shall govern.

2.1.7 Pre-award Penal Clause

After opening of the tender, if any agency WITHDRAW their offer in view of wrong quote in the e-procurement portal OR claim any modifications on their offered rate, the offer of such firm not be considered and the firm will be BLACK LISTED FOR TWO FUTURE TENDER CYCLES besides forfeiting their EMD.

2.1.8 Earnest Money Deposit (EMD)

EMD is Rs.5000/-. Bidders shall submit through e.procurement only.

Startup registered with Karnataka Innovation and Technology Society (KITS) as an entity in Karnataka shall be exempted from payment of earnest money deposit during the procurement of technology solutions.

2.1.9 Suspension for Further Tendering Process

The Bid Security/EMD shall be submitted by the Bidder. Bidder will be **blacklisted for a period of 1 year from the date of notice issued for following reasons and EMD may be forfeited;**

- If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any.
- In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
- During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- Deliberate attempts by the Bidder to share wrong information/manipulate information/hide the facts.

2.2 Preparation of Proposal

2.2.1 Period of validity of the proposal

Proposals shall remain valid, at a minimum, for the period specified in the Data Sheet after the Proposal Due Date prescribed by BMTC. A Proposal valid for a shorter period shall be rejected by BMTC as non-responsive.

In exceptional circumstances, prior to expiry of the Proposal validity period, BMTC may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder agreeing to the request will not be required or permitted to modify its Proposal.

2.2.2 Format and Signing of Proposal

The Proposal, and its copy, shall be typed **or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page**, **in blue ink.** In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- by a partner, in case of a partnership firm and/or a limited liability partnership; or
- by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

A copy of the **Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in RFP Document shall accompany the Proposal.**

2.2.3 Submission, Receipt and Opening of Proposal

Pr-qualification shall be uploaded in the GoK e-procurement portal on date, time as mentioned in the Data Sheet. The Financial Proposal shall be furnished in the GoK e-procurement portal https://kppp.karnataka.gov.in in only, and **no hard copy of the financial proposal shall be submitted.**

- **Electronic Proposal Submission:** Detailed guidelines for viewing Proposals and submission of online Proposals are given on the website. The Invitation for Proposals is published on this website. Bidder can logon to this website and view the Invitation for Proposals and can view the details of works for which Proposals are invited. The prospective Bidder shall submit Proposals online; for this, the Bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) Keys. The DSC can be obtained from any authorized certifying agencies. The Bidder should register in the web site https://kppp.karnataka.gov.in. After this, the Bidder can login the site through the secured login.

  Note: BMTC shall not be responsible for any technical issues pertaining to internet connectivity, browser compatibility and any other technical issues pertaining to uploading of bid documents in e-procurement portal. The Bidders are requested to upload their Proposals in e-portal well in advance to avoid non-availability of internet connection.

- The completed Proposal shall be uploaded on the website given above along with scanned copies of requisite certificates as mentioned in different sections in the RFP Document.
- All Proposals must be submitted online not later than time specified in the Data Sheet. The electronic system would not allow any late submission of Proposals after due date and time as per server time.
- At the opening of the Proposals the following shall be read out and recorded online simultaneously:
  - the name of the Bidder and
  - Any other information deemed appropriate or as indicated in the Data Sheet.
- BMTC will not be responsible for any delays, loss, or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.

2.2.4 Deadline for Submission of Proposal

- Proposals must be received by BMTC in the e-procurement portal as specified, as and no later than the time and date specified, in the Data Sheet.
- BMTC may, at its discretion, extend the deadline for submission of Proposals by amending the RFP Documents, in which case all rights and obligations of BMTC and Bidders will thereafter be subject to the deadline as extended.
- BMTC shall not consider any Proposal that arrives after the deadline for Proposal Due Date and any Proposal received by BMTC after the Proposal Due Date shall be declared late, rejected, and returned unopened to the Bidder.

2.2.5 Negotiations

- Negotiations will be held at the address indicated in the Letter of Invitation. The aim is to reach agreement on all points to sign a contract.
- Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), financial proposal and any suggestions made by the firm to improve the Terms of Reference.
- The Client and Bidder will then work out final Terms of Reference and bar charts indicating activities and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Bidder can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Bidder will initial the agreed contract.

2.2.6 Award of contract

The contract will be awarded following negotiations with the Bidder with the **lowest cost in price bid.**

2.2.7 Security Deposit/Performance Security

- The Performance Security shall be provided by the successful Bidder no later than the date specified in the Letter of Acceptance and shall draw a Demand Draft (DD) in favor of "The CAO-FA, BMTC, Bengaluru" or an unconditional Bank Guarantee (BG) from any of the Nationalized Banks or Public Sector Banks in favor of the "Controller of Stores and Purchases, BMTC, Bangalore"
- The BG/DD shall be furnished for an amount **equivalent to 5 % of the contract** value in the form of bank guarantee issued by Nationalized/Scheduled Bank. It should be submitted within 15 days from the receipt of LOI.
- The Bank Guarantee should be submitted in the format prescribed by the Corporation. The Bank guarantee submitted in any other manner is not acceptable. The Bank Guarantee should be valid up to 18 months from the date of Letter of Intent. The Regular Purchase Order will be placed only on receipt of the Security Deposit.
- The security deposit should be submitted within the period specified above; failing which BMTC may cancel the offer made to the Bidder.
- The security deposit will be forfeited if Bidder has not fulfilled the terms and conditions as per bid document.
- If Bidder fails to submit Security Deposit within stipulated time period, EMD amount will be forfeited.
- BMTC shall also be entitled to make any recoveries due from the Bidder from security deposit submitted against this bid document.
- The Performance Security shall be valid until 180 days from the Intended date of Completion of the project Period. If the project duration gets extended, the performance security shall be valid until 180 days from the new date of completion of project.
- The successful Bidder shall keep the Performance Bank Guarantee valid and enforceable throughout the Term and for a period of 180 days after the Term. In case the Performance Bank Guarantee provided by the successful Bidder to BMTC is set to expire for any reason whatsoever at any time before expiry of 60 days after the Term, the successful Bidder shall renew and provide to BMTC renewed Performance Bank Guarantee at least 60days prior to its date of expiry. Upon any failure on part of the successful Bidder to renew the Performance Bank Guarantee or to keep it valid and enforceable in terms of this Clause, the Performance Bank Guarantee will be en-cashed by BMTC without giving any notice to the successful Bidder or to any other Party.
- There will be no interest on the Security Deposit amount.
- This is without prejudice to any other action that may be taken by BMTC under the terms and conditions of this Contract.
- BMTC, without prejudice to any of its rights or remedies under this Contract, is free to en-cash the Performance Bank Guarantee in part or in full, in terms. In the event of the invocation of any amount of the Performance Bank Guarantee by BMTC under the Contract, the IA shall immediately take appropriate steps to establish the Performance Bank Guarantee at its full value

contemplated under the Contract within 15 days of the date when the Performance Bank Guarantee is wholly or partially invoked by BMTC.

2.2.8 Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning has been notified that it has been awarded the contract.

2.2.9 Fraudulent and Corrupt Practices

It is BMTC's policy to require that Bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, BMTC defines, for the purposes of this provision, the terms set forth below as follows:

- "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BMTC and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BMTC of the benefits of free and open competition.

BMTC will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

BMTC will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded BMTC financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

BMTC will have the right to inspect Bidder's accounts and records relating to the performance of the contract and to have them audited by respective auditors appointed by BMTC.

2.2.10 Force Majeure

Neither party will be responsible for non-performance of any or all their obligations under this Agreement if such non-performance is due to reasons beyond the control of parties. "Force Majeure" situations are also included in the expression "beyond the reasonable control of the parties".

2.2.11 Dispute Resolution

- A Party claiming that a dispute has arisen must give the other Party to the dispute, notice setting out details of the dispute.
- After a notice is given, each Party to the dispute must use its reasonable efforts to resolve the dispute.

- If the Parties cannot resolve the dispute within reasonable period then any such dispute or difference whatsoever arising between the parties shall resolve the dispute before the Hon'ble Civil Court/Commercial Court at Bangalore.

2.2.12 Insolvency and Breach

BMTC may at any time, by notice in **writing summarily terminate the contract without compensation to the Bidder** in any of the following events, if the Bidder:

a) If a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

b) Being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or debenture holders to appoint a Receiver, Liquidator or Manager, or

c) Commits any breach of the contract not herein specifically provided for.

d) Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to BMTC and provided also the Bidder shall be liable to pay to BMTC any extra expenditure it is thereby put to and the Bidder shall, under no circumstances, be entitled to any gain on repurchase.

Section 2A: Bid Data Sheet

2.3 Data Sheet

Clause Reference No.	Description
1	**The client name: Bangalore Metropolitan Transport Corporation**
2	Method of Selection: **Lowest Cost based Selection (LCBS)**
3	A Pre-qualification and a Financial Proposals are requested: Yes The **Name, Objectives and Description** of the Assignment are provided in Terms of Reference **(Section 3)**
4	The Assignment is phased (only if applicable) The details about the phase are provided in Terms of Reference (Section 3).
5	BMTC will provide the following inputs: Terms of Reference (TOR) I. Any other clarifications and the necessary changes in

	the TOR for effective implementation of the assignment. II. Details of Infrastructure, departments, and current processes
6	The clauses on fraud and corruption in the contract are Fraudulent and Corrupt Practices of General Condition of Contract.
7	Any modifications to the RFP and / or extension of time for submission of RFP shall be through an Addendum / Corrigendum, and it shall be uploaded in the e-Procurement Portal of GoK, which shall be binding on all the Bidders who intend to submit their Proposals. There will be no separate Press Advertisement for any addendum(s)/ corrigendum (s)/ clarifications and same can be found on e-portal only by visiting online before submitting the bid.
8	Proposals should be submitted in the following language(s): **English**
9	Proposals must remain valid **180** days after the submission date.
10	A, pre-qualification and a Financial Proposal should be uploaded in the e-Procurement Portal of Government of Karnataka (GOK). Hard Copies of the pre-qualification should be submitted to the Tender Inviting Authority. The Bidder also has to submit DD's towards tender form fee and EMD along with the hard copies of the tender documents.
11	Pre-qualification and Financial Proposals should be uploaded on or before 04.08.2023@14.30 Hours in the e-Procurement Portal of GoK https://kppp.karnataka.gov.in
12	Bidders, who meet the criteria specified in the Section 2A, are eligible to submit their Proposals. Refer to 'Pre-Qualification Criteria' in Section 2.5. The bids will be rejected if the eligibility criteria are not met.
13	Right to vary the scope of the work at the time of award • BMTC reserves its right to make changes to the (+,-25%) scope of the work at the time of execution of the resultant Agreement i.e.,it may reduce or increase quantity of any item by 25%.
14	Right to accept any bid and reject any or all bids • BMTC reserves the right to accept or reject any Bid, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such action.
15	Right to termination/cancellation • Notwithstanding anything contained in this document, BMTC, reserves the right to cancel/ terminate the bid/offer process without assigning any reason whatsoever, at any time, prior to signing of the contract with no liability
16	Other Terms: • The cited projects should have been discharged directly

	by the bidder from the client through explicit contracts thereof in the name of bidder. • In case of any change in eligibility criteria during bidding stage, it is bidder's responsibility to bring such a change to the notice of BMTC during bidding stage, with reference to any of the above-mentioned criteria for eligibility. • **The selected bidder should not sub-contract any work in the RFP to third party.** • **The bidder should have registered office at Bengaluru for support and services.**

2.4 Evaluation Process

2.4.1 Opening of Bids

- The bids that are submitted online successfully shall be opened online as per date and time given in Proposal Data Sheet, through e-Tendering procedure only in the presence of Bidders.
- Total transparency will be observed and ensured while opening the Proposals/Bids.
- BMTC reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- Bid opening will be conducted in two stages
  - In the first stage, Pre-qualification Proposals would be opened. The Bid Security/ EMD declaration form of the Bidders will be opened on the same day and time, on which the Pre-qualification Proposal is opened.
  - In the Second stage, Commercial Proposal of those Bidders whosePre-qualification Proposals qualify, would be opened.
  - In the event of the specified date of Bid opening being declared a holiday for BMTC, the bids shall be opened at the same time and location on the next working day.

2.4.2 Selection Process for Bidders

- BMTC will appoint a Tender Scrutiny Committee (TSC) to scrutinize and evaluate the pre-qualification of Bidders and commercial bids received. The TSC will examine the Bids to determine whether they are complete and whether the Bid format conforms to the Bid Document requirements. BMTC may waive off any informality or non-conformity in a Bid which does not constitute a material deviation according to BMTC.
- The evaluation process of the RFP proposed to be adopted by BMTC is indicated under RFP. The purpose of this clause is only to provide the Bidder(s) an idea of the evaluation process that the BMTC may adopt. However, BMTC reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder(s) of any such change.

2.4.3 Evaluation of Bids

- BMTC shall constitute a Tender Scrutiny Committee to evaluate the responses of the Bidders. The Tender Scrutiny Committee

shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit **requisite supporting documents/documentary evidence by Bidders may lead to rejection of their bids.**

- The Committee may seek inputs from their professional and technical experts in the evaluation process.
- BMTC reserves the right to do a reference check of the experience stated by the Bidder. Any feedback received during the reference check shall be considered during the Technical evaluation process.
- The decision of the Tender Scrutiny Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Scrutiny Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.
- The Tender Scrutiny Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- **Proposal Presentations:** The Tender Scrutiny Committee may invite each pre-qualified Bidder to make a presentation to BMTC at a date, time and venue decided by BMTC. The purpose of such presentations would be to allow the Bidders to present their proposed solutions to the Committee and orchestrate the key points in their Proposals.
- Unnecessarily elaborate brochures or other promotional materials beyond those enough to present a complete and effective proposal are considered undesirable and may be construed as an indication of the Bidder’s lack of cost consciousness. BMTC’s interest is in the quality and responsiveness of the proposal.
- During the bid evaluation, BMTC may at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. BMTC is entitled to ask for clarifications as many times as possible from the Bidders to the satisfaction of the TenderScrutiny committee.
- If the Bidder fails to provide the clarification or additional information sought in the stipulated time, the information provided in the bid proposal only will be used for evaluation. It is clearly understood that the additional information or clarification on the bid proposal provided by the Bidders will not be the basis for affecting any changes in the Commercial Proposal already submitted by the Bidders.
- The steps for evaluation are as follows:

  Stage 1: Pre-Qualification

  - **BMTC will examine the bids to determine whether they are complete, responsive, whether required Bid Security/ EMD declaration form has been furnished, whether the letters/certificates have been properly signed, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the tender, will be**

rejected by BMTC, and shall not be included for further consideration. Any deviations in proposal response may make the bid liable for rejection.

- All eligible bids will be considered for further evaluation by an Evaluation Committee according to the evaluation process defined in this Bidding document
- Each of the Pre-Qualification condition mentioned in **section 2.5** is MANDATORY. In case, the Bidder does not meet any one of the conditions, the Bidder shall be disqualified.
- Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria in e-procurement portal, the EMD amount shall be returned to the respective disqualified Bidders after the finalisation of the tender. For the qualified Bidder, who are selected as L1, their EMD amount shall be returned after the submission of Performance Bank Guarantee by the successful Bidder.

Stage 2: Commercial Evaluation

- **The PQ qualified Bidders will be selected on LCS method (L1 method).**
- The commercial bids shall not be opened by BMTC until the evaluations of Pre-Qualification have been completed.
- Prices quoted indicating total price for all the deliverables and services must be fixed and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only and payments shall be made to successful Bidders in Indian currency only.
- The bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all applicable taxes, duties, fees, levies, and other charges as may be applicable in relation to the activities proposed to be carried out. BMTC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- An adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid may be rejected.
- Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received.

Errors & Rectification: Arithmetical errors will be rectified on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- If there is a discrepancy between words and figures, the amount in words will prevail.
- Any omission in filling the columns of “units” and “rate”, shall deemed to be treated as inclusive in the total project cost.

- Bidder should provide all prices as per the prescribed format provided in RFP.
- Bidders shall indicate the unit rates of the equipment/ services, it proposes to provide under the Contract.
- Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (Zero) in all such fields.
- If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- The Bidder needs to account for all Out of Pocket expenses related to Boarding, Lodging and other related items in the commercial bids. Any additional charges have to be borne by the Bidder.

2.5 Pre-Qualification Criteria

#	Category	Eligibility Criteria	Document Proof
1.	**Incorporation of firm, legal entity**	The Bidder should be: • A company incorporated in India under the Companies Act, 1956/2013 and subsequent amendments thereto. • Registered with GST Authorities in India	1. Copy of Certificate of Incorporation 2. Copy of PAN card 3. Copy of Registration Certificates with the GST Authorities
2	**Operation**	Should have been operating for at **least last three years in India** as on the date of publishing of RFP notice (including name change / impact of mergers or acquisitions)	Copy of purchase orders showing at least 3 years of operations OR Certified true copy of balance sheet and P&L statements for last 3 years.
		In case of Startup, established within 3 years as on the last date for submission of tender.	Copy of registration as Startups with Karnataka Innovation and Technology Society (KITS) and empanelled by Department of Electronics Information Technology, Biotechnology and Science and Technology, Government of Karnataka.
2	**Financial Strength**	The bidder should have an average annual turnover of minimum **INR 15 lakhs** in any one of the preceding last three audited financial years viz.,2019-20,2020-21,2021-	• Audited financial statements for last three financial years • Certificate from the Chartered Accountant / Statutory Auditor on

		22 **Startup is exempted from meeting the Turnover criteria**	turnover details over the last three (3) audited financial years
4	**Sole Bidder**	Bidder should be a Sole bidder and consortium is not allowed.	Undertaking in this regard
5	**Experience**	Bidder should have successfully deployed and implemented/ commissioned at **least Two IT project** during last 3years in India from date of issuance of RFP.	1. Work order/ Contract clearly highlighting the scope of work, Bill of Material, and value of the contract / order. 2. Completion Certificate. Certificate issued & signed by the competent authority of the client entity on the entity's letterhead.
6	**No Blacklisting**	The bidder should not have been blacklisted by any Central/State Government Department/PSU in India as on the bid submission date.	Self-declaration by the bidder duly notarized and signed by the authorized signatory on Non – judicial stamp paper of INR 100/-
7	**No Bankruptcy/insolvency**	The bidder should not have been declared bankrupt or in the process of insolvency proceedings.	Self-declaration by the bidder duly notarized and signed by the authorized signatory on Non – judicial stamp paper of INR 100/-
8	**Registered Office in Bangalore**	The bidder should have registered office in Bangalore	Supporting document/ Registration documents copy to be submitted

2.6 Execution of Agreement

Selected Bidder must execute an Agreement after the issuance of the LOI/Purchase Order, incorporating all clauses and the Bid of the Selected Bidder, and any other terms and conditions as may be necessary for the successful implementation of Project.

2.7 Data Ownership and Data Security

2.7.1 Data Ownership

- All the data sets as part of this Project including question, employee data, results, certificates etc. are owned by the BMTC.

- The Selected Bidder has the right to use these data sets to fulfill its obligations for the Project and to further improve the Platform.
- The Selected Bidder shall take utmost care in maintaining security, confidentiality, and backup of this data.

2.7.2 Data Security

a. Data And Infrastructure Security

- The Selected Bidder shall ensure use of HTTPS for exchange of data between the server and client.
- All user data or any other sensitive data shall be protected using encrypted techniques.
- Security measures to be deployed to mitigate certain type of attacks.

b. Application Security: A centralized authentication and role-based access control system.

2.6 <u>Delivery</u>

- The successful bidder has to provide the Gender Sensitization tool application as per the Delivery schedule given in the Purchase Order or as per the revised delivery schedule if any, furnished by the consignee. However, the tender inviting Authority/consignee reserves the right to modify the schedule and accordingly services have to be made.
- The Tenderers are requested to indicate the minimum lead-time required for delivery from the Date of LOI.
- Failure to providing functional auditing services as per the delivery schedule furnished in the purchase order or the revised delivery schedule furnished by the consignees will lead to disqualification in the future tenders beside forfeiting the EMD.

2.8 Extension of Timelines

As soon as it is apparent that the Project Timelines cannot be adhered to, a request shall be submitted by Selected Bidder to BMTC. If the failure on the part of the Selected Bidder to adhere to the Project Timelines has arisen due to any reason which BMTC may admit as reasonable ground for extension of the time, BMTC may allow such additional time as it considers to be justified by the circumstances.

2.9 Trademark and Publicity

1. Neither Party may use the trademarks of the other Party without the prior written consent of the other Party.
2. Neither Party shall publish nor give permission to publish either along with or in conjunction with any other person any press release, information, article, photograph, illustration, or any other material of whatever kind relating to this Tender, the Agreement, the SLA, or the business of the Parties without prior reference to and approval in writing from the other Party.

2.10 Service Level Agreements and Penalties

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Selected Bidder to BMTC for the duration of this Agreement.

Service Level Agreement (SLA) shall become the part of Agreement between BMTC and the Successful Bidder. SLA defines the terms of the Successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder must comply with Service Level requirements to ensure adherence to project timelines, quality, and availability of services.

2.10.1 Modification to SLA

The SLAs defined, may **be reviewed by BMTC** after consulting the Bidder, and other experts. The changes would be made by BMTC after consultation with the Bidder and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of penalty, which are noticed after project has gone live.

2.10.2 Measurement of SLA

a. The Service Level parameters defined shall be monitored on a periodic basis, as per the individual parameter requirements.
b. The SLA metrics provided specifies performance parameters as baseline performance and material breach.
   - The Bidder **will get 100% of the Contracted value if all the baseline performance metrics are complied.**
   - If the performance in respect of any parameter falls below the prescribed limit as mentioned in SLA metrics, the Bidder will be in material breach of SLA.
c. Payment to the Bidder is linked to the compliance with the SLA metrics. SLA penalties will be deducted from the **quarterly payment during O & M phase.**
d. In case of sever performance degradation of the services/application during the Period of Contract, the successful Bidder will be expected to take immediate corrective action. In case issues are not rectified to the complete satisfaction of BMTC within a reasonable period of time then BMTC will have the right to take appropriate penalizing actions, including termination of the Contract.

2.10.3 Implementation Service Level Benchmark and penalty:

The Successful Bidder must comply with Service Level requirements to ensure adherence to project Milestones/Timelines failing which penalty will be levied as follows:

Pre-Go Live

		Baseline	**Penalty**	**Material Breach**
1	Project milestone shall be complied as per specified in the project implementation	The Selected Bidder shall adhere to the Project Timelines defined in RFP or Revised Timelines	Rs 2,000 (Rupees two Thousand Only) beyond SLA for first 4 weeks and Rs.5,000 (Rs.	8 weeks

	milestone.	approved by BMTC.	five Thousand Only)for 4 weeks.	

Note: For Penalty GST extra as applicable. The withdrawal of LoI/WO and forfeiture of EMD or termination of contract and forfeiture of Security Deposit shall be at sole discretion of BMTC in case the Successful Bidder fails to meet the timelines.

Post Implementation SLAs and SLA Metrics

- These SLAs shall be used to evaluate the performance of the services.
- Service levels agreed with the successful Bidder would be monitored by BMTC as per SLA terms.

#	Performance Area	Frequency/ Category	Baseline Minimum	Lower Performance	Penalty	Critical Breach
1	Application Availability	Monthly	95%	95% to 90%	5% of quarterly payment	<90%
2	Bugs/Errors/defects/ Malfunction/Issues Complaints/Grievances reported shall be addressed and resolved as per Timeline defined here.	Minor	7 days	> 7 days	For delay beyond SLA Rs. 100 per day for pending issues.	
		Major	1 day	> 1 days to 30 days	For delay beyond SLA Rs. 100 per day per Bug/Error/defect/Malfunction/Issue	>30 days

Note:

- Penalty due to any incident where in system is compromised or any case wherein data theft occurs (including internal incidents) the penalties will be decided by BMTC and same is not part of overall SLA penalties.
- Downtime of application/service will be considered from the time of complaints are informed through Email or whatsapp.
- If Availability of application performance is degraded due to Cloud/Network services/Server issues pertains to BMTC responsibility, are exempted from SLA.
- Classification of Bugs/Errors/defects /Malfunction/Issues Complaints/Grievances as major and minor will be done by BMTC as and when such issues are identified.

Breach of SLA

In case of Breach of SLA, BMTC may invoke breach and terminate the contract. The decision of BMTC in this regard shall be final and binding on the Bidder, the BMTC will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case: -

- BMTC issues a show cause notice to the selected Bidder.
- Bidder should reply to the notice within seven working days.
- If the BMTC authorities are not satisfied with the reply, BMTC will initiate action as described in the RFP.
- In case of breach of SLA or unsatisfactory service / performance, BMTC may stop the payment to selected Bidder without giving prior intimation.

2.10.4 Risk Purchase / Penal Clause

If services are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from any available source and the extra expenditure incurred thereof will be recovered from the Security Deposit. The services should meet the specific requirement as prescribed in the Tender. If the services do not conform to the scope of work of agency and if the services are not effected as per delivery schedule, BMTC reserves the right to Black list the firm.

Section 3: Terms of Reference (ToR)

3.1 Introduction

The Bangalore Metropolitan Transport Corporation (BMTC) is the sole public bus transport service provider in Bengaluru, serving urban, sub-urban and rural areas. BMTC is committed to provide quality, safe, reliable, clean and affordable travel. To modernize its services for commuter comfort, BMTC strives to strengthen information systems and improve processes through introduction of intelligent technology solution, make capacity enhancement through infrastructure development, user-friendly interchange facilities, fleet upgradation and augmentation, apart from its core activities, which includes fare structuring, route network optimization, planning and monitoring. BMTC reaches far and wide, in every nook and corner of the city, making public transport an attractive travel choice for everyone. BMTC's stronghold in the area of public transport in Bengaluru is a testimony to its adoption of sound Management, HR, Quality and Environmental policies and strong support from the Government of Karnataka and esteemed passengers.

3.2 Project Objectives

Bangalore Metropolitan Transport Corporation (BMTC) is implementing Gender Sensitization program to ensure women safety under Nirbhaya Scheme. Gender Sensitization tool is a web tool to periodically assess the level of gender sensitization among drivers and conductors of BMTC through quiz.

- Drivers and conductors are at different level of sensitization. A significant number of drivers and conductors have innate understanding of meeting the needs of women commuters. But few might need further training and counseling even after attending gender sensitization workshop.
- Provide a provision for creating any number of questions required by BMTC for the quiz.
- Build a web tool which will randomly pick 10 questions and prepares a behavioral quiz. Drivers and conductors will be asked to take the quiz periodically at their respective depots.
- The backend data of their performance will be assess to know the level of sensitization of drivers and conductors.
- The drivers and conductors in low rating will be made to undergo further training or counseling.

3.3 Scope of Work

a. System Requirements Study and Design:

- ✓ The Bidder shall carry out requirement gathering study to understand the exact requirement of the project. Shall prepare necessary documents.
- ✓ The Bidder shall carry out Software design, development, deployment, training & documentation of a comprehensive solution to meet BMTC services / functions.

b. **Capacity Building and Training:** The Selected SI shall provide training to BMTC employees.

c. Operations & Maintenance of Project components: The Selected SI shall be responsible for the maintenance of software components/Gender Sensitization tool supplied by the SI under this project for a period of 1 year from the date of go live.

d. **Project Hand-over and Exit Management*:*** Manage entire project from conceptualization to operational and maintenance subsequent transfer of application with perpetual license and handholding for a period of six months prior to the end of resultant contract.

3.4 Design Considerations

The Bidder's proposed system architecture shall provide below listed design considerations.

- Operating System : Linux
- Frontend: PHP/Java framework
- Backend: MySQL

3.5 Detailed Scope of work

3.5.1 System Requirements Study and Design:

- The SI shall carry out requirement study to understand the exact requirement of the project. After the requirement study, the System Integrator shall prepare the detailed **System Requirements Specifications (SRS)** document which shall broadly include mapping of functional requirements of the RFP with the desired components, solution architecture as well as Process flow mechanism, wireframes & application design in consultation with BMTC. The deliverable prepared by the System Integrator shall be submitted to BMTC for its review and approval/sign off.
- After the requirement study SI shall also prepare following documents in Design phase and submit to BMTC:

  High-Level Design (HLD)
  - Brief description and name of each module
  - An outline about the functionality of every module
  - Interface relationship and dependencies between modules
  - Database tables identified along with their key elements

  Low-Level Design (LLD)
  - Functional logic of the modules
  - Database tables, which include type and size
  - Complete detail of the interface
  - Addresses all types of dependency issues
  - Listing of error messages
  - Complete input and outputs for every module
- After detailed system study and analysis, System Integrator shall also submit below deliverables to BMTC for review and approval.
  - Data Migration Strategy Document
  - Application Integration Strategy Document

- Training plan and deployment plan
- After completion of Application Testing, System Integrator shall submit test case document to BMTC for review.

3.5.2 Application should have following minimum requirements:

a) About Application:

- Building web tool to conduct quiz for all 27000 drivers and conductors and with capacity to extend it to minimum 35000 drivers and conductors.
- Develop an application to meet minimum 250 questions to assess level of gender sensitization.
- Submit assessment report (Employee level, Depot level and Corporation level) after completion of all 27000 drivers and conductors taking the quiz.
- Application should generate report in the format of certificate.
- Should provide the count of quiz/no. of times test has been taken by each employee.
- Integration With external systems – The Selected SI shall be responsible for integration of application with the external IT system as per BMTC request.
- Data Migration: Migration of all necessary data from existing IT System to the new system is the responsibility of the SI (For employee data).

b) About question bank: The questions will be of the following 4 categories

1. Preventing and redressing issues on safety and comfortable commute for women and children's in a bus. Example: Questions on identifying sexual harassment.
2. Regarding police and legal related must know facts. Example: Regarding rights in police station, Zero FIR
3. Regarding sexual harassment at work place (ACT). Example: Regarding ICC
4. Regarding rules and regulations to be followed in the bus to provide safe commute for all commuters. Example: When the bus breaks down

c) Question Format:

- Image: Example-image of a man sitting in women's seat, the participant will have to identify the problem and pick the right answer.
- Video with audio: Animated or actual video of two commuters fighting-and two different course of action by conductor. The participant will have to pick the right course of action.

d) How the quiz will be taken:

Each participant will have unique ID, which will be their PF number. He or she will take a quiz every 3 months. The quiz duration shall be configurable. Each participant will be given score.

e) FORMAT OF ASSESSMENT REPORT

i. Employees level
   a) Employees level(Grade, Comments) : Gender sensitivity, Behavior, awareness about Laws, Safety at workplace
   b) Areas Excelled
   c) Areas to Improve

ii. Depot Level
   a) Rating : Gender sensitivity Rating, Behavior Rating, awareness about Laws Rating and safety at workplace Rating
   b) Top Performers
   c) Low Performers.
   d) Areas to improve

iii. Corporation Level Reports
   - Employee Level
   - Depot level
   - Overall
   - About Gender Sensitivity
   - About Behavior
   - About awareness of Laws
   - About Safety at Workplace
   - Top Performers - Depots
   - Low Performers- Depots
   - Areas to improve- Depots

f) Provide the question bank or training material in web portal in downloadable format for the employees, for awareness about Gender sensitization and laws.

3.5.3 System Security

- The systems implemented for project should be highly secure, considering that it is intended to handle sensitive data relating to BMTC.
- A secure solution should be provided at the software level and access level.
- Role based access for all the stake holders to be implemented to access and use the system.

3.5.4 Capacity Building and Training:

The Selected SI shall provide training as detailed below.

- The Manual & Brochure should be in Kannada or English as specified by BMTC. The trainings should be conducted in Kannada.

- The training schedule for each stakeholder shall be required to be finalized in consultation with the competent authority of BMTC.
- The SI shall be responsible for regular/ retraining the staff concerned whenever changes are made in the software.
- Capacity building/training to at least 2 or 3 persons per depot to use the tool.
- End to end Knowledge transfer to designated IT team on application.

3.5.5 Source Code handover:

The Selected SI shall handover the source code as per Section 3.7.

3.5.6 Operations & Maintenance of Project components:

- ✓ The Selected SI shall be responsible for the maintenance of software components/Gender Sensitization tool application under this project for a period of 1 year from the date of go live, which shall include but not limited to the following activities:
  - The SI shall be required to provide operational & maintenance services for Solution including, but not limited to, troubleshooting & addressing the functionality, availability & performance issues, implementing any system change requests, addressing the incidents/problems raised by the users for problems/bugs in the application, etc
  - Deploying upgrades and patches as and when they become available at no extra cost to the BMTC.
- ✓ Should provide 12 months online support from the day of Go-Live (7 Working days and 24 Working hrs). However other than the office hours service should be attended within 1 hour.
- ✓ Should provide online support for any query related to our web tool.

3.5.7 Project Hand-over and Exit Management:

Manage entire project from conceptualization to operational and maintenance as well as subsequent transfer/handover of applications as per the agreement and handholding for a period of six months prior to the end of contract of this project.

The successful SI, will hand-over the followings, prior to six months of expiry of the Contract Period:

- o Updated Source code with demonstration of the same to BMTC team.
- o Installation/maintenance/Administrator Manual related to application and application system software.
- o Information/data relating to the project.
- o The successful SI shall provide the BMTC with a recommended exit management plan.

- The successful SI shall provide access to information/data held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services.

3.6 Detailed Roles and Responsibilities

3.6.1 Roles & Responsibilities of Successful SI

- Act as principal system integrator for the design, development and implementation of Gender Sensitization tool. Building web tool to conduct quiz for all 27000 drivers and conductors and with capacity to extend it to minimum 35000 drivers and conductors.
- Detailed requirement gathering.
- Capacity building as per clause 3.5.4.
- Submit reports and documents as per Requirement specified at Clause 3.5.
- Adhere to defined SLAs and timelines.
- Operations & Maintenance.

3.6.2 Roles and Responsibilities of BMTC

- Will Provide 250 question and necessary information (Employee data, Depot details) to develop application.
- Necessary approvals.
- Will provide server and networking for hosting of application.
- Will provide computers at depots to conduct the quiz.
- Will provide infrastructure to train the select 2 to 3 persons from each depot.
- Will depute technical team for knowledge transfer.
- Will provide necessary infrastructure, paper and other consumables.

3.7 Project Implementation Timelines, Deliverables and Methodology

Sl.No	Milestone	Timeline	Activity/Deliverable
1	Issuance of Work Order	T0	
2	Software Requirement Specification(SRS)	T1:T0+7 days	SRS Document
3	Gender Sensitization tool Deployment for Proof Of Concept (POC) in 1 Depot	T2:T1 + 45 days	a. Rollout in the location, with all the Requirements to be specified in SRS. b. Training material c. Source code d. Documents specified in the RFP e. UAT certificate
	Data migration- all depot		
	Training to staff- all depot		
	UAT – User department		
4	Go-Live of the	T3: T2 + 7	Rollout for all the

	application	days	locations/units of BMTC with conducting quiz for atleast 10 employees per location/units.
5	Operation and Maintenance of the Project.	12 Months from the date of Go-Live	Submission of SLA Compliance reports along with invoices and supporting documents

Notes:

- Successful SI to submit a consolidated Monthly SLA report to BMTC
- Go-Live means 100% Commissioning of the project upon completing all Requirements/Functionalities and deliverable requirement.

3.8 Project Implementation Methodology

a. **Proof of Concept (POC):** After completion of Software Development the solution needs to be implemented in One Depot, selected by BMTC, for Proof of Concept and UAT. In this phase, SI to meet all the Requirements/Functionalities defined in SRS.
b. **Go-Live:** After obtaining UAT in the POC phase, the SI is required to enable the Gender sensitization solution/tool at all the locations/Units of BMTC with conducting quiz for at least 10 employees per location/unit. After ensuring that the solution is enabled for all locations BMTC would declare Go-Live.
c. Other Requirements/Functionalities, if any, agreed by BMTC for completion after Go-Live, shall be completed within the mutually agreed timelines.

3.9 Payment terms

a. In consideration of the Services and subject to the provisions of this RFP, BMTC shall pay the selected bidder for the Services rendered in pursuance of the agreement entered, in accordance with the Terms of Payment Schedule.

b. Invoicing shall be done in accordance with the Terms of Payment mentioned as below.
   i. 60% Payment after completion, Go-live of application and Source Code handover ie., after completion of milestone-4.
   ii. 10% payment after first quarter of Go-Live.
   iii. 10% payment after second quarter of Go-Live.
   iv. 10% payment after third quarter of Go-Live.
   v. 10% payment after fourth quarter of Go-Live.

c. Such payment shall be inclusive of all the applicable taxes and it shall be responsibility of the selected bidder to ensure timely and accurate payment of all the applicable taxes to respective authorities.

d. BMTC shall raise demand notice for applicable SLA penalties on quarterly basis. Any penalties imposed on the selected bidder for

non-performance as per SLAs shall be deducted in the payable bill/invoice inclusive of all the applicable taxes.

e. Any penalties imposed on the Selected SI for non-performance shall be recovered on a quarterly basis. Any additional penalty due, shall also be recovered from the future payment or Security Deposit submitted by the Selected SI. The decision of BMTC in this matter shall be final and binding on both the parties.

f. The payment to the bidder shall be governed by the SLAs defined in this RFP.

g. **Taxes and Statutory Payments**: All payments agreed to be made by BMTC to the SI in accordance with the Bid, shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The SI shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this Contract. The SI shall bear all income/corporate taxes, levied or imposed on the SI on account of payments received by it from BMTC for the work done under this Contract. If there is increase in tax rate or introduction of any new tax, same shall be compensated by BMTC. If tax rate reduces, BMTC will pay revised tax.

Section 4: Pre Qualification Proposal – Standard Forms

4.1 Proposal Submission Form

[Location, Date]
FROM: (Name of SI)
To:(Name of Authority)

Madam/Sir:

Subject: "SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT AND MAINTENANCE OF GENDER SENSITISATION TOOL FOR BMTC"
Tender No: BMTC/2023-24/IND0009.

1. We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes the Qualification Proposal and a Financial Proposal through e-procurement and hard copy submission of Qualification Proposal.
2. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
3. We have read the provisions of the RFP Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
5. We understand you are not bound to shortlist / accept any proposal you receive.

Address of responding Company
Name, Designation and Address of the contact
Authorized Person with details of cell nos.
Telephone/Mobile No of Contact Person
E-Mail ID

4.2 Checklist

(To be submitted along with Proposal Submission Form by including all necessary documents/declarations/certificates attached)

Sr.No	Proposal Requirement Compliance (Yes/ No)	Compliance (Yes/No)
1.	Earnest Money Deposit	
2.	Certificate of incorporation	
3.	Copy of PAN Card	
4.	GST Registration certificate with the GST authorities	
5.	Power of Attorney for Signing of Bid or Board Resolution	
6.	Copy of Purchase Order showing at least 3 yearsof operations or Certified true copy of balance sheet and P&L statement for last 3 years.	
7.	Copy of registration as Startups with Karnataka Innovation and Technology Society (KITS) and empanelled by Department of Electronics Information Technology, Biotechnology and Science and Technology, Government of Karnataka.	
8.	Audited financial statements for last three financial years. Certificate from Chartered Account/ Statutory auditor regarding the SI on average annual turnover as specified in the Qualification criteria.	
9.	Work order/ Contract clearly highlighting the scope of work, Bill of Material, and value of the contract / order. Completion Certificate. Certificate issued & signed by the competent authority of the client entity on the entity's letterhead.	
10.	Proposal Submission Form	
11.	Qualification Submission Form	
12.	Self-Declaration for Not-blacklisted –duly notarized	
13.	Self-Declaration for no Bankruptcy/insolvency–duly notarized	
14.	Declaration	
15.	Office Registration Documents	

4.3 Pre-Qualification Submission Form

Prospective SIs shall submit information in the following format in the uploaded bid

	Description			**Documents to be Attached**
1.	The Bidder should be: • A company incorporated in India under the Companies Act, 1956 / 2013 and subsequent amendments thereto. • Registered with GST Authorities in India			a. Copy of Certificate of Incorporation b. Copy of PAN card c. Copy of Registration Certificates with the GST Authorities
2.	Should have been operating for at least last Three years in India as on the date of publishing of RFP notice (including name change / impact of mergers or acquisitions)			Copy of purchase orders showing at least 3 years of operations OR Certified true copy of balance sheet and P&L statements for last 3 years
	In case of Startup, established within 3 years as on the last date for submission of tender.			Copy of registration as Startups with Karnataka Innovation and Technology Society (KITS) and empanelled by Department of Electronics Information Technology, Biotechnology and Science and Technology, Government of Karnataka.
3.	The bidder should have an average annual turnover of minimum **INR 15 lakhs** in any of the preceding last three audited financial years viz.,2019-20,2020-21,2021-22			
FY	Y1	Y2	Y3	• Audited financial statements for last three financial years • Certificate from the Chartered Accountant /

				Statutory Auditor on turnover details over the last three (3) audited financial years
4.	Bidder should be a Sole bidder and consortium is not allowed.			
5.	Bidder should have successfully deployed and implemented/ commissioned at **least Two IT project** during last 3 years from date of issuance of RFP in India.			

No	**Project**	**Duration**	**Name of Client**	**Role of SI**	**Value of the Project**	**Status (Completed)**	**Certificate from the client provided**
From: To:							
1. Work order/ Contract clearly highlighting the scope of work and value of the contract/order. 2. Completion Certificate. Certificate issued & signed by the competent authority of the client entity on the entity's letterhead.							

6	The bidder should not have been blacklisted by any Central/State Government Department/PSU in India as on the bid submission date.	Self-declaration by the bidder duly notarized and signed by the authorized signatory on Non – judicial stamp paper of INR 100/-
7.	The bidder should not have been declared bankrupt or in the process of insolvency proceedings.	Self-declaration by the bidder duly notarized and signed by the authorized signatory on Non – judicial stamp paper of INR 100/-
8	The bidder should have registered office in Bangalore	Registration Document to be submitted.

4.4 Certificate from the Statutory Auditor/Chartered Accountant regarding Turnover

(On the letter head of the statutory auditor/chartered accountant)

Based on its books of accounts and other published information authenticated by it, this is to certify that the turnover of ..... (name of the SI) for the Financial Year _____. is as follows:

S.No.	Financial Year	Annual Turnover (Rs.Lakhs.)
1.	FY1	
2.	FY2	
3.	FY3	

Name of the audit firm:
Seal of the audit firm:
Signature:
Name:
Membership Number:
Designation:
Date:

4.5Declaration

(Proforma of Declaration to be furnished on a Government Stamp Paper of value as prescribed by GoK)

The Controller of Stores & Purchase,
BMTC, Central Offices,
K.H. Road, BANGALORE – 560 027

Sir,

Sub: "SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT AND MAINTENANCE OF GENDER SENSITISATION TOOL FOR BMTC."
Ref: Tender No: BMTC/2023-24/IND0009

i) We hereby declare that the rates quoted by us in lowest and we have not quoted/ provided service to any other STU/Organization/firm during the preceding One year at less than the rates offered by us in the subject tender.

OR

ii) We have provided service to our following customers during the preceding One year at less than the rates offered to you in the subject tender, and the details are as follows:
1. Name of the STU / Organization to whom the supplies were made.
2. Rates offered to them
3. The reasons for variation
4. Quantity offered/supplied

iii) We agree to abide by the payment clause of the tender. We agree to abide by all the terms and conditions of the tender and fulfill all the requirements mentioned in the Tender. We are aware that in case of any conditional offer submitted by us in respect of any payment and other terms and conditions of tender our offer is liable to be rejected. The amount quoted in the Commercial bid of e-procurement portal is final and we agree to hold the same till the completion of the service.

Signature of the Authorized Signatory. Designation
Date
Seal of the Company.

4.6 Format for Affidavit certifying that SI is not blacklisted

(On Non – judicial stamp paper of Rs 100/- or such equivalent amount and document duly attested by notary public)

I M/s. ..... , (the name of the SI and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/chief executive officer/ directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal for the "SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT AND MAINTENANCE OF GENDER SENSITISATION TOOL FOR BMTC"would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the Contract.

Dated this .....Day of ....., 20....
Name of the SI
.....
Signature of the Authorized Person
.....
Name of the Authorized Person

Note: For an affidavit executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the affidavit is being issued. However, the affidavit provided by SIs from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming apostils certificate.

4.7 Format for Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- or such equivalent amount and document duly attested by notary public)

Power of Attorney

Know all men by these presents, we ..... (name of the SI and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... ..... (name and residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "attorney"), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for **"SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT AND MAINTENANCE OF GENDER SENSITISATION TOOL FOR BMTC"** of [Name of THE AUTHORITY], including signing and submission of the Proposal and all accompanying documents, providing information/responses to [Name of THE AUTHORITY], representing us in all matters before [Name of THE AUTHORITY], if selected, undertaking negotiations with [Name of THE AUTHORITY] prior to the execution of the Contract and generally dealing with [Name of THE AUTHORITY] in all matters in connection with our Proposal.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For _____

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

The mode of execution of the power of attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

In case the Proposal is signed by an authorized director of the SI, a certified copy of the appropriate resolution/ document conveying such THE AUTHORITY may be enclosed in lieu of the power of attorney.

For a power of attorney executed and issued overseas, the document will have to be notarized in the jurisdiction where the power of attorney is being issued.

4.8 Declaration on No Bankruptcy/Insolvency

(Proforma of Declaration to be furnished duly notarized and signed by the authorized signatory on Non – judicial stamp paper of INR 100/-)

This is to certify that the bidding entity is <company name> , engaged in providing <type of services>.

I, <name of signatory>, <designation>, do hereby declare to the best of our knowledge and information available with us on <bid submission date dd/mm/yyyy> , that <company name> has not been declared bankrupt or in the process of insolvency proceedings._____

Signature of the Authorized Signatory
Designation
Date
Seal of the Company

4.9 Bid Security/EMD Declaration Form

(In Lieu Of Bid Security / EMD)
(To be submitted on the Letterhead of the bidder) Date: dd/mm/yyyy
FROM: (Name of Bidder)
To:(Name of Authority)

Madam/Sir:

I / We M/s _____ full address _____ participating in tender No _____ dated _____ with due date _____ do here by accept that if we withdraw or modify our bid/offer during the validity of the bid from the due date , we shall be suspended for a period as per the terms and conditions mentioned in the RFP.

We hereby undertake this declaration to express our seriousness to participate in the above said tender we have read and understood the full scope and the terms and conditions.

Signature of the Authorized Signatory. Designation
Date
Seal of the Company.

Section 5: Financial Proposal
5.1 Financial Cover Letter
(To be submitted on the Letterhead of the SI) Date:dd/mm/yyyy

FROM: (Name of SI)
To:(Name of Authority)

Madam/Sir:

Subject: Submission of proposal in response to the RFP for "SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT AND MAINTENANCE OF GENDER SENSITISATION TOOL FOR BMTC"
Tender No: BMTC/2023-24/IND0009.

We, the undersigned, offer to provide the services for "SELECTION OF SYSTEM INTEGRATOR FOR DESIGN, DEVELOPMENT AND MAINTENANCE OF GENDER SENSITISATION TOOL FOR BMTC" in accordance with your Request for Proposal dated [Insert Date]. We are aware that any conditional financial offer will be outright rejected by BMTC. All values shall be inclusive of GST.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (90 days) from the date of opening of financial bid.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Date and Stamp of the signatory
Name of Firm:

5.2 Financial Bid Formats

a) The evaluation of this RFP will be based **on Lowest Cost Based Selection (LCS) method**.

b) For the SIs to better understand the financial evaluation procedure, the following **Financial Proposal Forms** have been given below. These forms are only for the purpose of making the financial evaluation transparent and understandable to the SIs. **No SI shall quote any commercials in the tables below/or submit the hardcopy**. **All commercial quotations should be made only in the e-procurement portal.**

c) Any SI, who quotes the commercials in the tables below /submits along with Technical Proposal, shall be disqualified by BMTC.

Quote:

Particulars	**End rate in Figures (In Rupees- Including tax)**
Design, Development and Maintenance Of Web tool for BMTC to assess Gender Sensitization among employees including implementation, training and support for 12 months	

Please note that GST is as applicable.

d) General Conditions/Information;

- SI should provide all prices as per the prescribed formats.
- All the prices are to be entered in Indian Rupees/Paise ONLY as mentioned.
- Prices indicated in the schedules shall be inclusive of all applicable Taxes, Levies, duties, and Goods& Service Tax.
- SI should provide breakup of all Taxes, Duties and Levies wherever applicable and demanded by BMTC.
- The total price should be inclusive of Good & Service Tax however, GST shall be paid on actual, as applicable at the time of billing.
- The SI needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- This shall have no co-relation with the Contract value or actual payment to be made to the SI.
- SI should refer to the RFP for details on the functional requirements of the system and the benchmark specifications for the items mentioned in the Commercial formats.
- The SIs shall note that all the quantities/Specifications are indicative in nature and the SIs may consider adding/upgrading/augmenting the existing requirement to meet the requirements as defined in the scope of work of RFP.